

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S**STANDARD CONTRACT**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code			SC	Dept.	A	Contract Number		
County Department Arrowhead Regional Medical Center					Dept. Orgn.		Contractor's License No.		
County Department Contract Representative Margaret Smith, HRO II					Telephone 580-1320		Total Contract Amount Varies		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason: <u>Employment Contract</u>									
Commodity Code			Contract Start Date		Contract End Date		Original Amount		Amendment Amount
Fund EAD	Dept. MCR	Organization MCR	Appr. 200	Obj/Rev Source 2445		GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.		Amount	
Project Name 03/04 Resident and Fellow Agreements				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Hereinafter called Corporation

Address

Telephone

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

RECITALS

WHEREAS, the County of San Bernardino, in carrying out the operation of the Arrowhead Regional Medical Center, operates approved programs in postgraduate medical education; and

WHEREAS, the Resident has met high standards for acceptance into one of these programs and possesses the skills necessary for the delivery of patient care services at the Arrowhead Regional Medical Center; and

NOW, THEREFORE, here and after, the term Resident shall include Fellows and Residents; in the consideration of their mutual covenants, duties, responsibilities and conditions, the parties hereto agree as follows:

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TERMS OF AGREEMENT

1. RESPONSIBILITIES AND DUTIES OF THE COUNTY

- 1.1 The Arrowhead Regional Medical Center shall provide an educational program that meets the standards of the Accreditation Council for Graduate Medical Education (ACGME) *Essentials of Approved Residencies* and of the American Osteopathic Association (AOA) Postdoctoral Internship and Residency Standards and Procedures. A copy of these standards is located in the Residency Training Manuals. Each residency program has a program specific training manual that will be provided to residents by the program directors.
- 1.2 The Arrowhead Regional Medical Center shall make every effort to maintain continuously its staff and its facilities in compliance with all of the standards set forth in the AMA *Essentials of Approved Residencies* of the ACGME, the AOA, and the guidelines set forth by the American Board of Family Practice (ABFP).

2. RESPONSIBILITY AND DUTY OF RESIDENT

- 2.1 As delegated by faculty physicians, examines, diagnoses and treats patients in the Arrowhead Regional Medical Center Ambulatory Clinics, inpatient facilities, Mental Health Inpatient Unit and all other affiliated teaching and clinical care units. Specific duties are further detailed in the Residency Training Manual that represents the program Resident is enrolled in.
- 2.2 Confers with attending physicians regarding care of patients and medical work performed, and assists them in examining and treating patients, in a manner in accordance with the accepted standards of residency training.
- 2.3 Confers with other Residents and nursing personnel regarding the care of patients.
- 2.4 Resident shall complete and keep current all requisite medical records of any and all patients assigned to his/her care. In no instance shall Resident allow said records to become delinquent by more than 14 days. Failure to fulfill Resident obligations herein shall result in Resident's assignment by the Medical Director to the Medical Records Department to complete said records.
- 2.5 Resident shall perform such other related duties as may be assigned by the Medical Director of the Arrowhead Regional Medical Center or designee.
- 2.6 Resident may apply for clinical privileges through the Medical Staff Organization and may be granted privileges to independently perform those services that he/she is competent to perform in accordance with Medical Staff Bylaws.
- 2.7 Resident shall not engage in any other professional medical employment, business or practice without first obtaining written approval from the Program Director for the program in which Resident is enrolled. In no event shall such additional employment, business or practice conflict in any way with Resident's responsibilities and educational training program at the Arrowhead Regional Medical Center.
- 2.8 Resident shall abide by the requirements of the applicable residency training accrediting body, which may include ACGME and/or AOA.

3. CONDITIONS OF EMPLOYMENT

- 3.1 Resident will be under the professional supervision of the Program Director for the program in which the Resident is enrolled and under the administrative supervision of the Medical Director of the Arrowhead Regional Medical Center.
- 3.2 Resident shall devote such time as is necessary to satisfactorily complete his/her professional duties within accepted educational standards.

- 3.3 On rotations on which Resident is on-call, the frequency of on-call shall not be more than every fourth night and the total number of on-call nights for Resident shall not exceed eight per month, except in those unusual situations where no reasonable alternative exists. If Resident is required to take call more frequently than every fourth night and exceeds eight on-call nights per month due to circumstances delineated in Paragraph 4.12 of the Section entitled Consideration, Resident's salary shall be adjusted according to the provisions of Paragraph 4.12. If Resident, assigned to a rotation without on-call nights, is required to be on-call due to the circumstances delineated in Paragraph 4.12 of the Section entitled Consideration, Resident's salary will be adjusted according to the provisions of Paragraph 4.12 after the third call night in that rotation.
- 3.4 The responsibilities and duties of the Resident shall include appearance in any legal proceedings on behalf of the County of San Bernardino, where the need for such appearance arises out of Resident's work for the County under this contract, without any additional compensation therefore.
- 3.5 All patient medical records shall be completed by the last day of the contractual agreement between Resident and Arrowhead Regional Medical Center or Resident will not receive his/her Certificate of Training, until such are completed.
- 3.6 As soon as the Resident meets the Medical Board of California qualifications, he/she shall obtain a current, valid license to practice medicine in California, a D.E.A. number with triplicate prescription rights and any other license or certification required to participate in their designated residency program. Resident shall maintain the license/certification for the duration of the educational program covered hereunder. Failure to obtain and maintain such licensure/certification shall be grounds for immediate termination of this contract by the Arrowhead Regional Medical Center Director without application of the procedures set forth in Attachment I, entitled Corrective Action and Due Process.
- 3.7 Unless specifically excused by the Program Director, in writing, all first-year Residents will be required to attend a paid orientation program prior to the beginning of the contractual period.

4. CONSIDERATION

- 4.1 For the performance of _____ services as set forth in this agreement, Resident shall receive an annual stipend of \$_____. (See Attachment II.)
- 4.2 Resident shall be eligible to participate in a Benefit Plan as set forth below and shall receive \$175.00 biweekly to be applied to this Plan. Initial selections of persons first employed during the plan year must remain in effect during the plan year except for insurance coverage changes in family status and/or County Open Enrollment.
- a. Under this benefit, the County shall make available the existing Health, Dental, Life, and Accidental Death and Dismemberment (AD&D) Insurance programs currently maintained for County employees, or any other program(s) established by the County. All employees must enroll in one of the health and dental programs offered by the County at least to the level that provides such insurance coverage for the individual employee. Exceptions may be made for an employee whose spouse is also a regular County employee. One spouse may elect to discontinue individual coverage, but must then be enrolled under the other's dependent coverage. Also, if an employee is enrolled in another comparable employer's group medical plan, employee may choose to "opt-out" of the County sponsored medical plans. Request for exception must be submitted in writing on the appropriate County form and approved by the Employee Benefits Manager.
- b. At Resident's option, Resident may pay his/her share of health and dental insurance policy premiums eligible for coverage by the Benefit Plan, but in excess of the amount of such coverage, by electing to reduce his/her salary in the amount necessary to cover such premiums through pre-tax payroll deductions. Any such election shall not affect the amount of the Resident's or the County's Retirement System contributions. Any such election and payroll deductions shall be made in the manner, time period, and on such forms, as are approved by County's Division Chief-Employee Benefits.

- 4.3 Health insurance for Resident will be required and the premiums will be deducted through payroll deduction. The Arrowhead Regional Medical Center, however, will waive all deductibles and co-insurance amounts when the Resident receives needed care at Arrowhead Regional Medical Center. Health insurance for family members will be at the option of the Resident who will pay through payroll deductions, the premiums thereon. The Arrowhead Regional Medical Center will, however, waive all deductibles and co-insurance amounts when the Resident's dependents receive needed care at Arrowhead Regional Medical Center. Further, obstetrical care hospital costs will be provided free of charge to dependents of Resident, if provided at Arrowhead Regional Medical Center. However, if the Resident does not purchase insurance coverage for his dependents, he/she will be required to pay the total charges billed by the Arrowhead Regional Medical Center for dependents' care received at Arrowhead Regional Medical Center.
- 4.4 Resident shall be entitled to four (4) weeks of paid personal leave. Personal leave shall include, but is not limited to, vacation, educational, sick, emergency, family and bereavement.
- a. Resident shall receive four (4) weeks of paid leave annually for all purposes during the term of this Agreement as stated above, and as outlined in the Residency Training Manual and the ARMC Graduate Medical Education Committee's (GMEC) Policy, Leave Guidelines for Residents.
 - b. Vacation and educational leave shall be approved and scheduled by the Residency Program Director or designee, and will not be subject to change without his prior approval.
 - c. Provided that Resident satisfactorily complies with his/her program requirements, he/she shall be reimbursed up to a maximum of \$700 per annum for actual and necessary expenses incurred in attendance at educational conferences and/or seminars, subject to the approval of the Director of Arrowhead Regional Medical Center or his designee. Time used for attendance at such educational conferences and/or seminars shall be charged to Resident's paid leave provided herein. However, Resident may utilize the \$700 per annum for the purchase of medical educational materials. Such reimbursement will be made once a year at the end of the academic year with supporting receipts and a list of titles and/or educational materials purchased. Any unused portion shall not be carried forward in successive contract years.
- 4.5 If the services to be performed under this Agreement require Resident to drive a vehicle, Resident must possess a valid California driver's license at all times during the performance of this Agreement. Residents moving to California from another state must submit proof of possessing a valid California driver's license within 30 days of hire. Failure to comply could result in disciplinary action.
- a. In order for Resident to be able to use a private vehicle during the performance of this Agreement, Resident shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
 - (i) Fifteen Thousand Dollars (\$15,000) for single injury or death,
 - (ii) Thirty Thousand Dollars (\$30,000) for multiple injury or death,
 - (iii) Five Thousand Dollars (\$5,000) for property damage.Failure to comply with the requirements of this paragraph could result in disciplinary action.
 - b. Resident shall be reimbursed at the current County rate for all miles driven per month in conducting County business.
- 4.6 The County will provide meals, not to exceed \$300.00 per month, in the cafeteria of the Arrowhead Regional Medical Center at no cost to the Resident. However, if the resident has delinquent medical records, the resident's right to meals provided by the County at no cost may be suspended by the ARMC Medical Director until such time that the Resident brings such records current.
- 4.7 County shall pay Resident the sum of \$225.00 per month as a housing allowance.
- 4.8 Resident shall be compensated at the rate of \$50 per hour for services provided while representing Arrowhead Regional Medical Center at Health Fairs. Prior approval must be given by the Residency Program Director or designee.

- 4.9 Professional activities outside of the educational program are outlined in the Residency Training Manual and the GMEC Policy, *Professional Activities Outside of Program (Moonlighting)*.
- 4.10 All payments to Resident under the terms of this Agreement shall be made in accordance with procedures established by County's Auditor/Controller.

- 4.11 Resident is not entitled to further compensation or fringe benefits other than as may be specifically provided in this contract.
- 4.12 In the event that due to resignation from the program, termination from the program, illness or death of a Resident, which requires Resident to be on-call in excess of the limitations specified in Paragraph 3.3 of the section entitled Conditions of Employment, Resident shall be reimbursed at the rate of 1.5 times the hourly rate of pay as determined by dividing the applicable consideration set forth in Paragraph 4.1 above 2,088 hours. Each on-call night reimbursed at this rate shall be considered to be 12 hours in duration.
- 4.13 Resident shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. The Resident shall contribute 5% of Resident's gross earnings, and County shall contribute 2.5% of Resident's gross earnings. Resident's contributions to PST Deferred Compensation shall be automatically deducted from Resident's earnings. Maximum total contributions shall be 7.5% of Resident's maximum covered wages for Social Security purposes. The Resident shall enroll in the plan on forms approved by the Human Resources Division Chief-Employee Benefits.
- 4.14 Counseling Services: Information on the availability of confidential counseling and psychological support services is available in the Residency Training Manual. These services include physician impairment, which is further described in the Medical Staff Bylaws, Rules & Regulations and Committee Manuals.
- 4.15 Duty Hours: Arrowhead Regional Medical Center complies with GMEC policy, *Resident Work Environment and Duty Hours*.

5. **GENERAL PROVISIONS**

- 5.1 County malpractice and Worker's Compensation insurance, which covers injuries and disabilities resulting from activities that are part of the educational program, shall extend to all activities in the Arrowhead Regional Medical Center residency programs. Details about professional liability insurance are outlined in the Residency Training Manual and the GMEC Policy, *Professional Activities Outside the Educational Program (Moonlighting)*.
- 5.2 This contract shall be for the period of one year commencing on June 24, 2003 and ending on June 23, 2004 for Family Medicine, Transitional Year and Women's Health Post Graduate Year One (PGYI) Residents. All other residents shall commence July 1, 2003 and end on June 30, 2004; except in cases of out-of-sync Residents, then the one-year period shall be effective _____ through _____. However, Residents on-call June 23, 2004 or June 30, 2004, are to remain on service through the following morning, until released from duty by the Residency Program Director. Details of reappointment are outlined in the Residency Training Manual and program-specific written criteria for evaluation and promotion.
- 5.3 County may immediately terminate this contract or take other appropriate disciplinary action, pursuant to the provisions of Attachment I, entitled Corrective Action and Due Process.
- 5.4 This Agreement may only be amended by written agreement signed by the parties hereto.
- 5.5 As a condition of employment with the County, Resident does hereby agree to uphold the conflict of interest policy of San Bernardino County, which is stated under Rule I, Section 8 of the San Bernardino County Personnel Rules, Conflict of Interest, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms or enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other applicable to County employment.

[illegible]

(Print or type name of corporation, company, contractor, etc.)

By: _____
(Authorized signature - sign in blue ink)

Name: _____
(Print or type name of person signing contract)

Title: _____
(Print or Type)

Dated: _____

Address: _____

Presented to BOS for Signature

Department Head

Date _____

☐ Contract Database ☐ FAS

Keyed By

ATTACHMENT I

SAN BERNARDINO COUNTY MEDICAL CENTER

CORRECTIVE ACTION AND DUE PROCESS

The following policy statements will govern the process of corrective action and due process:

1. It is the intent of both the Resident and the Medical Center that each Resident successfully complete each year of training.
2. It is the intent of both the Resident and the Medical Center that each Resident advances in standing from year to year, if applicable.
3. It is the intent of both the Resident and the Medical Center that each Resident become eligible to take the respective Board examination, if applicable.
4. Satisfactory performance by the Resident is necessary to qualify for continuation, advancement, and Board eligibility.
5. A process of evaluation will be carried out which meets the standards of the ACGME and/or the AOA.
6. Except in extraordinary circumstances, a program of corrective action will be initiated, as defined herein, before taking any action to suspend, deny advancement, or expel a Resident from the program.
7. Once an action has been imposed, the Resident has the right to Due Process as defined herein.
8. Faculty will provide an appropriate learning environment for the Resident. Clear definition of policies, procedures, and other expectations will be provided to the Resident.
9. The Resident shall be permitted to be accompanied by another physician, advisor, or counsel of his or her choice in the process hereunder.

CORRECTIVE ACTION

Corrective actions are those actions necessary to prevent disciplinary action, to correct and improve clinical skills, and to assist the Resident in completing his/her intended program.

CORRECTIVE ACTION PROCEDURE

1. When individual Residents fail to carry out expected rules, regulations or policies, the faculty will make every effort to counsel the Residents regarding his/her deficiencies.

2. In cases where clinical departments have submitted "Unacceptable Performance" evaluations, program faculty will meet with the Chairperson of that department or his/her designee to discuss the individual Resident's evaluation prior to making any recommendations.

3. In cases in which Residents are having difficulty in clinical skills, faculty of the program will meet with the Chairperson of future clinical rotations or his/her designee to discuss ways to provide appropriate support systems for the Resident.
4. Where possible, individual education prescriptions will be developed to help Residents improve those clinical skills found to be unacceptable to the faculty. For purposes of clarification, clinical skills shall include:
 - a. Fund of medical knowledge
 - b. Problem-solving abilities
 - c. Procedural skills
 - d. Appropriate demonstration of the acceptance of and conduct of professional responsibilities
 - e. Appropriate professional attitudes
5. At such times as the Program Director feels that formal corrective action is needed, he/she will present the situation to the faculty of the Resident's department for action.
6. Any action deemed necessary by the departmental faculty will be discussed by the Program Director with the Resident prior to its implementation.
7. In cases in which suspension, denial of advancement, or expulsion from the program is recommended, the Resident may, upon notification, request due process.

DUE PROCESS

RESIDENTS

Due Process shall be afforded to all Residents. For purposes of clarification, disciplinary action which is imposed in the form of suspension, denial of advancement, or expulsion from the program are actions subject to the Resident's right to due process. Pending a decision as set forth herein below, the Resident shall be permitted to continue in the program except in extraordinary cases where patient safety and well-being would be in jeopardy as determined by the Medical Director. Whenever possible, written notice of non-renewal of contract will be given no later than four months prior to the end of the current contract. However, in those instances when a four-month notice is not possible, notification will occur as soon as possible. Specific information regarding non-renewal of contract is outlined in the Residency Training Manual.

RESIDENT DUE PROCESS PROCEDURE

1. Causes for Initiating Disciplinary Action

Any demeanor or professional misconduct, whether within or outside the Medical Center or its environs and with reasonable likelihood to be:

1.1 Detrimental to

- a. Patient safety and the delivery of quality patient care.

b. Effective teacher-student relationships.

c. The Residency program.

1.2 Disruptive to the operation of the Medical Center.

1.3 In violation of Resident's contract with the Medical Center.

1.4 Failure to satisfy the Resident program requirements.

2. Who May Initiate Action

2.1 The Residency Program Director.

2.2 The Medical Director of the Medical Center.

2.3 The Director of the Medical Center.

3. Interview

The Resident's privileges in this regard include these rights:

3.1 To be notified in writing that disciplinary action is being initiated by certified mail, return receipt requested.

3.2 To request an interview with the Program Director of the respective Residency Training Program.

3.3 To understand that

a. The interview is preliminary in nature; it does not constitute a hearing.

b. None of the Medical Staff Bylaws with respect to hearings shall apply thereto.

3.4 To be informed of the specific nature of the charges made.

3.5 To be allowed to discuss, explain and/or refute the charges.

3.6 To know that a complete and accurate recording of the interview shall be made by electronic recorder or method agreed to by both parties and included in the report by the Resident's Program Director, as well as be available to the Resident.

4. Hearing

If resolution of the matter is not reached at the interview phase, the Resident has the right to:

4.1 Know that a request may be made for a hearing before a Hearing Committee.

- 4.2 Know that failure to request from the Executive Committee of the Medical Staff a hearing within fifteen (15) days of the date on which the notice was received, shall be deemed:
- a. Waiver of the right to the hearing, and
 - b. Acquiescence to adverse recommendations/decisions.

5. Hearing Committee

- 5.1 Appointed by the Executive Committee of the Medical Staff and House Staff Association as noted below.
- 5.2 Composition
- a. A five-member Committee. Three (3) of the members shall be members of the Active Medical Staff and shall be selected by the Executive Committee of the Medical Staff. One (1) of the Members shall be a Resident selected by the President of the House Staff Association or designee. One (1) of the members shall be a member of the Active Medical Staff who is a member of the Resident's Department, selected by the President of the House Staff Association or designee.
 - b. No member shall be selected by the Committee who is materially involved in the consideration of the adverse recommendation.

6. Conduct of Hearing

- 6.1 The Executive Committee shall select a Chairman of the Hearing Committee who shall set the date, place, and time of the hearing and so notify all parties concerned by letter.
- 6.2 Purpose of hearing is an intra-professional means to resolve matters bearing on competence and conduct.
- 6.3 The Resident shall be permitted to be accompanied by another physician or advisor at the hearing of his/her choice.
- 6.4 Witnesses may be called by all parties concerned.
- 6.5 Complete and accurate recording of all proceedings by electronic recorder or method agreed to by both parties.
- 6.6 Postponement may be effected only upon approval by the Hearing Committee.
- 6.7 Hearing content may include any matter relevant to the cause(s) for the adverse recommendations.
- a. Need not be restricted by rules applicable to witness examination in court of law.
 - b. Allow for inclusion of relevant memoranda prepared and submitted by either or both parties.

6.8 Opportunity for the Resident to:

- a. Challenge adverse recommendations.
- b. Cross-examine witnesses on matters relevant to the issue under consideration.

6.9 All matters upon which the decision is based must be produced into evidence at the proceeding before the Hearing Committee in the presence of the Resident.

6.10 Recess and reconvening of hearing upon majority vote of the Hearing Committee permissible without advance special notice with appropriate notice to all parties for:

- a. Convenience of the participants.
- b. Obtaining additional evidence or consultation.

7. Decision by the Hearing Committee

7.1 Decision shall be rendered within fifteen (15) days from conclusion of the hearing and submitted in writing to the Medical Director of the Medical Center.

7.2 The Medical Director of the Medical Center shall render a decision within five (5) working days of receipt of the Hearing Committee's decision and provide written notification to the parties concerned of Medical Director's decision.

8. Appeal

There shall be no additional appeal procedure available hereunder. The Medical Director's decision shall be final. However, the Resident may pursue his or her legal remedies, as provided by the laws of the State of California.

ATTACHMENT II

Consideration and Contract Commencement

Family Medicine

Post Graduate Year One	\$32,481	June 24, 2003- June 23, 2004
Post Graduate Year Two	\$37,528	July 1, 2003- June 30, 2004
Post Graduate Year Three	\$42,347	July 1, 2003- June 30, 2004
Associate Chief Resident	\$45,347	July 1, 2003- June 30, 2004
Chief Resident	\$47,347	July 1, 2003- June 30, 2004

Geriatric Medicine

Fellow	\$47,347	July 1, 2003- June 30, 2004
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Neurosurgery

Post Graduate Year One	\$32,481	July 1, 2003- June 30, 2004
Post Graduate Year Two	\$37,528	July 1, 2003- June 30, 2004
Post Graduate Year Three	\$42,347	July 1, 2003- June 30, 2004
Post Graduate Year Four	\$45,347	July 1, 2003- June 30, 2004
Post Graduate Year Five	\$47,347	July 1, 2003- June 30, 2004
Chief Resident	\$52,347	July 1, 2003- June 30, 2004

Women's Health

Post Graduate Year One	\$32,481	June 24, 2003- June 23, 2004
Post Graduate Year Two	\$37,528	July 1, 2003- June 30, 2004
Post Graduate Year Three	\$42,347	July 1, 2003- June 30, 2004
Chief Resident/PGY IV	\$47,347	July 1, 2003- June 30, 2004
Fellows	\$47,347	July 1, 2003- June 30, 2004

Transitional Year

Post Graduate Year One	\$32,481	June 24, 2003- June 23, 2004
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General Surgery

Post Graduate Year One	\$32,481	July 1, 2003- June 30, 2004
Post Graduate Year Two	\$37,528	July 1, 2003- June 30, 2004
Post Graduate Year Three	\$42,347	July 1, 2003- June 30, 2004
Post Graduate Year Four	\$45,347	July 1, 2003- June 30, 2004
Post Graduate Year Five	\$47,347	July 1, 2003- June 30, 2004

ATTACHMENT III

COUNTY OF SAN BERNARDINO POLICY MANUAL

No. 06-01 ISSUE 2 PAGE 1 OF 3 By EFFECTIVE 1-26-99 SUBJECT

NON-DISCRIMINATION/HARASSMENT POLICY

APPROVED

JON D. MIKELS

CHAIRMAN, BOARD OF SUPERVISORS

POLICY STATEMENTS NON-DISCRIMINATION POLICY

It is the Policy of the Board of Supervisors that the County of San Bernardino shall not discriminate against or tolerate the harassment of employees or applicants for employment on the basis of age, ancestry, color, race, sex, religion, national origin, marital status, physical or mental disability, medical condition, or sexual orientation. All County employees or applicants for employment are to be treated with respect and dignity. In addition, the County shall not discriminate on the basis of disability in admission or access to, or in operations of, its programs, services or activities. It is the responsibility of all County employees to adhere to and implement this Policy. Failure to do so may result in disciplinary action up to and including termination of employment or contracts.

SEXUAL HARASSMENT POLICY

It is the policy of the County of San Bernardino to provide a work environment free from unwelcome sexual overtures, advances or coercion. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the work place. The County will not tolerate any form of sexual harassment, nor will it tolerate any act of retaliation against any person filing a complaint of sexual harassment. This Policy applies to regular status, probationary or contract employees; applicants for County employment; and vendors actions towards County employees.

DEFINITIONS

Discrimination is any practice, process or action in the work place which works against equality of opportunity and against the ability of each person to be employed and to advance on the basis of merit, due to age, ancestry, color, race, sex, religion, national origin, marital status, physical or mental disability, medical condition, or sexual orientation unless such practice, process or action is necessary for employment purposes. Harassment may be verbal, physical, visual, or sexual. It may be made in general or directed to an individual, or a group of people. Harassment may occur regardless of whether the behavior was intended to harass. General forms of harassment on the basis of age, ancestry, color, race, sex, religion, national origin, marital status, physical or mental disability, medical condition, or sexual orientation include, but are not limited to, the following examples:

Verbal - repeated, unsolicited derogatory comments, epithets or slurs; or continued requests for social or sexual contact after being advised such contact is unwelcome.

Physical - assault, impeding or blocking movement, unwelcome touching, leering, or any physical interference with normal work or movement when directed at an individual.

Visual - derogatory, prejudicial, stereotypical, or otherwise offensive posters, photographs, cartoons, notes, notices, bulletins, drawings, staring or leering.

Sexual - advances which condition an employment benefit in exchange for sexual favors, or which may be perceived as such.

Retaliation – includes, but is not limited to discipline; transfer; denial of promotional opportunity, training or assignment; as a result of filing a complaint or participating in an investigation.

COUNTY OF SAN BERNARDINO POLICY MANUAL

NO. 06-01 ISSUE 2 PAGE 2 OF 3

Sexual Harassment is defined as unsolicited or unwelcome sexual advances, requests for sexual favors, and/or other verbal, physical or visual conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

SEXUAL HARASSMENT POLICY AMPLIFICATION

Sexual harassment is a violation of Federal and State law. Sexual harassment can cause physical, emotional and economic problems for its victims. In addition to the anxiety these demands may cause, there may be an underlying message that noncompliance will lead to reprisals. These reprisals can include escalation of the harassment, poor work assignments, sabotaging work, unsatisfactory evaluations, threatened demotions, transfers, poor job references, slander, gossip, blackmail, and other forms of retribution.

Sexual harassment undermines the integrity of the employment relationship. Sexual harassment can result in economic loss to the County of San Bernardino and its employees, excessive absenteeism and turnover, loss of morale, polarization of staff, a decrease in management credibility, and a decrease in productivity.

EXAMPLES OF SEXUAL HARASSMENT

For the purpose of clarification, sexual harassment may include, but is not limited to: 1. Making unsolicited written, verbal, physical and/or visual contact with sexual overtones. Written examples:

suggestive or obscene letters, notes or invitations. Verbal examples: comments on physical attributes, derogatory comments, slurs, jokes and epithets. Physical examples: assault, touching, following, impeding or blocking movements. Visual examples: leering, gestures, display of sexually suggestive objects, pictures, cartoons or posters. 2. Continuing to express sexual interest after being informed that such interest is unwelcome. (Reciprocal attraction is not considered sexual harassment.) 3. Making reprisals, threats of reprisal, or implied threats of reprisal following a negative response. For example, either implying or actually withholding support for an appointment, promotion, or change of assignment; suggesting a poor work performance evaluation will be prepared, or suggesting a demotion or probationary period will be extended or failed. 4. Engaging in implicit or explicit coercive sexual behavior which is used to control, influence, or affect the career, salary, and/or work environment of another employee. 5. Offering favors of employment benefits such as, promotions, favorable work performance evaluations, favorable assigned duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

COUNTY RESPONSIBILITIES

The County recognizes its obligation to take prompt and appropriate action if an incident of discrimination or harassment occurs and to avoid or minimize the impact of any incident of discrimination or harassment. The County will pursue all reasonable preventive measures to ensure the workplace, programs and services are free of discrimination or harassment. Pursuant to these obligations, the County shall do the following:

COUNTY OF SAN BERNARDINO POLICY MANUAL

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1. Investigate any complaint of discrimination, harassment or retaliation. The investigation of complaints will be prompt, thorough, objective and complete. The investigation will be conducted in a confidential manner as is compatible with a thorough investigation of the complaint and consistent with the rights of employees under the Personnel Rules and relevant laws. 2. Fully inform complainant of his/her rights and any obligation to secure those rights. 3. If a complaint of discrimination, harassment or retaliation is made, the accused will be informed of the allegations and given an opportunity to respond. If discrimination, harassment or retaliation is proven by the impartial investigation, prompt and appropriate remedial action will be taken. An employee found to have harassed another employee or applicant for employment will be subject to disciplinary action, up to and including termination. In addition, appropriate steps will be taken to prevent any further discrimination, harassment or retaliation. Action will be taken to remedy the complainant's loss, if any. 4. The County will disseminate this policy to all employees (i.e., regular, probationary, extra help, recurrent, and contract) and will include this policy in orientation packages for new employees.

INDIVIDUAL RIGHTS AND RESPONSIBILITIES

The County does not intend to regulate or control any relationship or social interaction of individuals, which is freely entered into by all parties. However, the cooperation of individuals is necessary to insure a professional and healthy working environment where discrimination and harassment are not tolerated.

An individual should make it clear that he/she is not interested in, or flattered by, uninvited sexual advances. If appropriate, and the individual feels comfortable in doing so, he/she should inform the offending party what specific conduct or behavior is offensive and unwelcome and request that any such discriminatory action or speech be stopped immediately. If the individual does not believe it is appropriate to speak directly to offending party, or does not feel comfortable in doing so, the individual should promptly notify his/her immediate supervisor of the offending conduct or the supervisor of the offending party. If the individual is not comfortable in reporting the matter to his/her supervisor or if the supervisor is the offending party, the individual should report the discrimination, harassment, or retaliation to a representative from the County's Equal Employment Opportunity (EEO) Office at (909) 387-5584 or to a Human Resources Officer at (909) 387-5564.

If an individual feels a complaint is not adequately resolved, he/she has the right to file a formal complaint of discrimination, harassment, or retaliation with the County's EEO Office located at 157 W. 5th Street, 1st Floor, San Bernardino. Any individual who believes he/she has been discriminated, harassed, or retaliated against has the right to file a complaint with the County's EEO Office.

The processing of complaints is accomplished according to the Complaint Resolution Procedure provided to new employees at orientation and included in the County's EEO Plan established by the Human Resources Department. Copies of the Complaint Resolution Procedure are available from the County's EEO Office. Appeal provisions of the Complaint Resolution Procedure are provided in the Memorandum of Understanding for general employees represented by the San Bernardino Public Employees Association, and for safety and safety management and supervisory employees represented by the Safety Employees Association.

Individuals who believe they have been discriminated, harassed, or retaliated against may also file a complaint of discrimination and seek legal remedies, including reinstatement and back pay, through the California Department of Fair Employment and Housing (DFEH) and/or the U.S. Equal Employment Opportunity Commission (EEOC). DFEH is a state agency located at 1845 S. Business Center Drive, #127, San Bernardino, CA 92408-3426, (909) 383-4711. EEOC is a federal agency located at 255 E. Temple, 4th Floor, Los Angeles, CA 90012, (213) 894-1000.

STATEMENT OF AFFIRMATIVE ACTION COMPLIANCE

SAN BERNARDINO COUNTY MEDICAL CENTER

An Affirmative Action Compliance Program is hereby established to ensure that persons doing business with Arrowhead Regional Medical Center on County contract agree to support and undertake good faith effort to: (1) improve employment of minorities and women in the workforce, (2) eliminate unlawful employment practices, and (3) remove barriers which deprive certain groups of equal employment opportunity. The Program adopted hereby embodies the following principle:

Discrimination because of race, age, color, sex, religion, ancestry, national origin, marital status, or handicapped status is inconsistent with the Constitution, laws, and policies of the United States, State of California, and County of San Bernardino.

In pursuit of the above, the Arrowhead Regional Medical Center and their contractors agree to support a program which covers, but is not limited to, the areas of: recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, layoff or termination, rates of pay or other forms of compensation, other items or conditions of employment, selection for training and apprenticeship.

NAME (Please Print)

DATE

RESIDENT

SIGNATURE

TITLE

Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324-1819
(909) 580-6320